

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

Civil Action No.: _____

COMPLAINT

For this Complaint, Plaintiff William Berry, Jr, by undersigned counsel,
states as follows:

JURISDICTION

1. This action arises out of repeated violations of the Fair Debt

1 Collection Practices Act, 15 U.S.C. § 1692, et seq. (“FDCPA”), and the illegal
2 harassment of Plaintiff in efforts to collect consumer debts.

3 2. Supplemental jurisdiction exists pursuant to 28 U.S.C. § 1367.

4
5 3. Venue is proper in the U.S. District Court for the District of Nevada
6 pursuant to 28 U.S.C. § 1391(b), as Defendants transact business in the State of
7 Nevada.
8

9 **PARTIES**

10 4. Plaintiff William Berry, Jr (“Plaintiff”) is an adult individual residing
11 in Las Vegas, Nevada, and is a “consumer” as the term is defined by 15 U.S.C. §
12 1692a(3).
13

14
15 5. Defendant Aargon Agency, Inc (“Aargon”) is doing business in the
16 State of Nevada as a business entity operating as a collection agency, and is a “debt
17 collector” as the term is defined by 15 U.S.C. § 1692a(6).
18

19 6. Defendant Plusfour, Inc (“Plusfour”) is doing business in the State of
20 Nevada as a business entity operating as a collection agency, and is a “debt
21 collector” as the term is defined by 15 U.S.C. § 1692a(6).
22

23 7. Defendant Quantum Collections (“Quantum”) is doing business in
24 the State of Nevada as a business entity operating as a collection agency, and is a
25 “debt collector” as the term is defined by 15 U.S.C. § 1692a(6).
26

27 8. Defendant Richland Holdings, Inc dba Accountcorp of Southern
28

1 Nevada (“Richland”) is doing business in the State of Nevada as a business entity
2 operating as a collection agency, and is a “debt collector” as the term is defined by
3 15 U.S.C. § 1692a(6).
4

5 **AARGON’S FDCPA VIOLATIONS ON PLAINTIFF’S**
6 **EXPERIAN REPORT**

7 9. Plaintiff allegedly incurred a financial obligation (“Preventive Debt”)
8 to Preventive Pest Management (“Preventive”).
9

10 10. The Preventive Debt arose from services provided by Preventive
11 which were primarily for family, personal or household purposes and which meets
12 the definition of a “debt” under 15 U.S.C. § 1692a(5).
13

14 11. The Preventive Debt was purchased, assigned or transferred to Aargon
15 for collection, or Aargon was employed by Preventive to collect the Preventive
16 Debt.
17

18 12. Aargon attempted to collect the Preventive Debt and, as such, engaged
19 in “communications” as defined in 15 U.S.C. § 1692a(2).
20

21 13. While Plaintiff did incur the Preventive Debt, Plaintiff paid it to
22 Preventive in its entirety. Plaintiff had no responsibility for the Preventive Debt at
23 the time Aargon engaged in its collection efforts.
24

25 14. In an Experian credit report dated July 24, 2020, Aargon inaccurately
26 reported Plaintiff owed a past due amount of \$352 on the Preventive Debt (as seen
27 below) when, in fact, Plaintiff owed \$0.
28

Credit items

AARGON AGENCY Partial Acct # [REDACTED] 3868 SPRING MOUNTAIN RD LAS VEGAS NV 89117 (800) 852 0411

Date opened	First reported	Recent balance	Payment history
Aug 2016	Oct 2016	\$352 as of Jun 2020	
Address ID #	Terms	Status	
0178428335	1 Months	Collection account, \$352	
Original creditor	Monthly payment	past due as of Jun 2020.	
PREVENTIVE PEST	Not reported	This account is	
CONTROL	Credit limit or original	scheduled to continue on	
Type	amount	record until Apr 2023.	
Collection	\$352	Date of Status	
Responsibility	High balance	Aug 2016	
Individual	Not reported		

Account History * (AB = Account Balance, DPR = Date Payment Received, SPA = Scheduled Payment Amount, AAP = Actual Amount Paid)

	Apr20	Mar20	Feb20	Jan20	Dec19	Nov19	Sep19	May19	Apr19	Mar19	Feb19	Jan19	Dec18	Nov18	Oct18
AB (\$)	352	352	352	352	352	352	352	352	352	352	352	352	352	352	352
DPR	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
SPA (\$)	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
AAP (\$)	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	Sep18	Aug18	Jul18												
AB (\$)	352	352	352												
DPR	ND	ND	ND												
SPA (\$)	ND	ND	ND												
AAP (\$)	ND	ND	ND												

The original amount of this account was \$352

15. Since Plaintiff did not owe the Preventive Debt, it was not only inaccurate and misleading to report any past due balance or any account in collections, it was blatantly false.

AARGON'S FDCPA VIOLATIONS ON PLAINTIFF'S TRANSUNION REPORT

16. In a TransUnion credit report dated July 28, 2020, Aargon inaccurately reported Plaintiff owed a past due amount of \$352 on the Preventive Debt (as seen below) when, in fact, Plaintiff owed \$0.

AARGON AGENCY INC # [REDACTED] (8668 SPRING MOUNTAIN RD, LAS VEGAS, NV 89117, (800) 326-7118)	
Placed for collection: 08/12/2016	Balance: \$352
Responsibility: Individual Account	Date Updated: 07/18/2020
Account Type: Open Account	Original Amount: \$352
Loan Type: COLLECTION AGENCY/ATTORNEY	Original Creditor: PREVENTIVE PEST CONTROL (Retail)
	Past Due: >\$352<
Remarks: >PLACED FOR COLLECTION<	
Estimated month and year that this item will be removed: 06/2023	

17. Since Plaintiff did not owe the Preventive Debt, it was not only

1 inaccurate and misleading to report any past due balance or any account in
2 collections, it was blatantly false.

3
4 **PLUSFOUR'S FDCPA VIOLATIONS ON PLAINTIFF'S**
5 **EQUIFAX REPORT**

6 **The Optumcare Debt**

7 18. Plaintiff allegedly incurred a financial obligation ("Optumcare Debt")
8 to Optumcare Lung Allergy Care ("Optumcare").
9

10 19. The Optumcare Debt arose from services provided by Optumcare
11 which were primarily for family, personal or household purposes and which meets
12 the definition of a "debt" under 15 U.S.C. § 1692a(5).
13

14 20. The Optumcare Debt was purchased, assigned or transferred to
15 Plusfour for collection, or Plusfour was employed by Optumcare to collect the
16 Optumcare Debt.
17

18 21. Plusfour attempted to collect the Optumcare Debt and, as such,
19 engaged in "communications" as defined in 15 U.S.C. § 1692a(2).
20

21 22. While Plaintiff did incur the Optumcare Debt, Plaintiff's insurance
22 provider took full responsibility for the Optumcare Debt. Plaintiff had no
23 responsibility for the Optumcare Debt above any copay he would have rendered at
24 the time services were provided.
25

26 23. In an Equifax credit report dated July 25, 2020, Plusfour inaccurately
27 reported Plaintiff owed a balance of \$451 on the Optumcare Debt (as seen below)
28

1 when, in fact, Plaintiff owed \$0.

2 Plusfour, Inc; Collection Reported 07/2020; Assigned 06/2019; Creditor Class - Medical/Health Care; Original Creditor - Optumcare Lung Allergy Care; Amount - \$425 ; Status as of
07/2020 - Unpaid; Date of 1st Delinquency 09/2018; Balance as of 07/2020 - \$451 ; Individual Account; Account # - [REDACTED] Address: 6345 S Pecos Rd Ste 212 Las Vegas NV
89120-6224 ; (702) 898-1033

3
4 24. Since Plaintiff did not owe the Optumcare Debt, it was not only
5 inaccurate and misleading to report any past due balance or any account in
6 collections, it was blatantly false.
7

8 **The Desert Radiology Debt**
9

10
11 25. Plaintiff allegedly incurred a financial obligation (“Desert Debt”) to
12 Desert Radiology (“Desert”).
13

14 26. The Desert Debt arose from services provided by Desert which were
15 primarily for family, personal or household purposes and which meets the
16 definition of a “debt” under 15 U.S.C. § 1692a(5).
17

18 27. The Desert Debt was purchased, assigned or transferred to Plusfour
19 for collection, or Plusfour was employed by Desert to collect the Desert Debt.
20

21 28. Plusfour attempted to collect the Desert Debt and, as such, engaged in
22 “communications” as defined in 15 U.S.C. § 1692a(2).
23

24 29. While Plaintiff did incur the Desert Debt, Plaintiff’s insurance
25 provider took full responsibility for the Desert Debt. Plaintiff had no responsibility
26 for the Desert Debt above any copay he would have rendered at the time services
27 were provided.
28

30. In an Equifax credit report dated July 25, 2020, Plusfour inaccurately reported Plaintiff owed a balance of \$114 on the Desert Debt (as seen below) when, in fact, Plaintiff owed \$0.

Plusfour, Inc; Collection Reported 07/2020; Assigned 01/2017; Creditor Class - Medical/Health Care; Original Creditor - Desert Radiology; Amount - \$93 ; Status as of 07/2020 - Unpaid; Date of 1st Delinquency 09/2016; Balance as of 07/2020 - \$114 ; Individual Account; Account # [REDACTED] Address: 6345 S Pecos Rd Ste 212 Las Vegas NV 89120-6224 ; (702) 898-1033

31. Since Plaintiff did not owe the Desert Debt, it was not only inaccurate and misleading to report any past due balance or any account in collections, it was blatantly false.

PLUSFOUR'S FDCPA VIOLATIONS ON PLAINTIFF'S EXPERIAN REPORT The Optumcare Debt

32. In an Experian credit report dated July 24, 2020, Plusfour inaccurately reported Plaintiff owed a past due amount of \$451 on the Optumcare Debt (as seen below) when, in fact, Plaintiff owed \$0.

PLUSFOUR Partial Acct # [REDACTED] S PECOS RD STE 212 LAS VEGAS NV 89120 (702) 826 2000											
Date opened Jun 2019	First reported Sep 2019	Recent balance \$451 as of Jul 2020	Payment history								
Address ID # 0178428335	Terms 1 Months	Status Collection account. \$451 past due as of Jul 2020.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Original creditor OPTUMCARE LUNG ALLERGY CARE	Monthly payment Not reported	Credit limit or original amount \$425	2020	C	C	C	C	C	C		
Type Collection	Credit limit or original amount \$425	Date of Status Jun 2019	2019							C	C
Responsibility Individual	High balance Not reported										
Account History * (AB = Account Balance, DPR = Date Payment Received, SPA = Scheduled Payment Amount, AAP = Actual Amount Paid)											
AB (\$)	Jun20	May20	Apr20	Mar20	Feb20	Jan20	Dec19	Nov19	Oct19	Sep19	
DPR	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	
SPA (\$)	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	
AAP (\$)	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	
The original amount of this account was \$425											

33. Since Plaintiff did not owe the Optumcare Debt, it was not only

Debt (as seen below) when, in fact, Plaintiff owed \$0.

PLUS FOUR INC # [REDACTED] (PO BOX 95846, LAS VEGAS, NV 89193-5846, (702) 898-1033)
Placed for collection: 06/24/2019 **Balance:** \$451 **Pay Status:** >In Collection<
Responsibility: Individual Account **Date Updated:** 07/06/2020
Account Type: Open Account **Original Amount:** \$425
Loan Type: COLLECTION AGENCY/ATTORNEY **Original Creditor:** MEDICAL-OPTUMCARE LUNG ALLERGY CARE (Medical/Health Care)
Past Due: >\$451<
Remarks: >PLACED FOR COLLECTION<
Estimated month and year that this item will be removed: 08/2025

37. In two subsequent TransUnion reports, Plusfour again reported Plaintiff had a past due balance on the Optumcare Debt, this time \$455.

.....
PLUS FOUR INC [REDACTED] (PO BOX 95846, LAS VEGAS, NV 89193-5846, (702) 898-1033)
 We investigated the information you disputed and the disputed information was **VERIFIED AS ACCURATE**.
 Here is how this item appears on your credit report following our investigation.
Placed for collection: 06/24/2019 **Balance:** \$455 **Pay Status:** >In Collection<
Responsibility: Individual Account **Date Updated:** 09/08/2020
Account Type: Open Account **Original Amount:** \$425
Loan Type: COLLECTION AGENCY/ATTORNEY **Original Creditor:** MEDICAL-OPTUMCARE LUNG ALLERGY CARE (Medical/Health Care)
Past Due: >\$455<
Remarks: >PLACED FOR COLLECTION<
Estimated month and year that this item will be removed: 08/2025

.....
PLUS FOUR INC # [REDACTED] (PO BOX 95846, LAS VEGAS, NV 89193-5846, (702) 898-1033)
 We investigated the information you disputed and the disputed information was **VERIFIED AS ACCURATE**.
 Here is how this item appears on your credit report following our investigation.
Placed for collection: 06/24/2019 **Balance:** \$455 **Pay Status:** >In Collection<
Responsibility: Individual Account **Date Updated:** 09/08/2020
Account Type: Open Account **Original Amount:** \$425
Loan Type: COLLECTION AGENCY/ATTORNEY **Original Creditor:** MEDICAL-OPTUMCARE LUNG ALLERGY CARE (Medical/Health Care)
Past Due: >\$455<
Remarks: >PLACED FOR COLLECTION<
Estimated month and year that this item will be removed: 08/2025

38. Since Plaintiff did not owe the Optumcare Debt, it was not only inaccurate and misleading to report any past due balance or any account in collections, it was blatantly false.

The Desert Radiology Debt

39. In a TransUnion credit report dated July 28, 2020, Plusfour inaccurately reported Plaintiff owed a past due amount of \$114 on the Desert Debt (as seen below) when, in fact, Plaintiff owed \$0.

PLUS FOUR INC # [REDACTED] (PO BOX 95846, LAS VEGAS, NV 89193-5846, (702) 898-1033)
Placed for collection: 01/11/2017 **Balance:** \$114 **Pay Status:** >In Collection<
Responsibility: Individual Account **Date Updated:** 07/06/2020
Account Type: Open Account **Original Amount:** \$93
Loan Type: COLLECTION AGENCY/ATTORNEY **Original Creditor:** MEDICAL-DESERT RADIOLOGY (Medical/Health Care)
Past Due: >\$114<
Remarks: >PLACED FOR COLLECTION<
Estimated month and year that this item will be removed: 08/2023

40. Since Plaintiff did not owe the Desert Debt, it was not only inaccurate and misleading to report any past due balance or any account in collections, it was blatantly false.

QUANTUM'S FDCPA VIOLATIONS ON PLAINTIFF'S TRANSUNION REPORT The West Valley Debt

41. Plaintiff allegedly incurred a financial obligation ("West Valley Debt") to West Valley Imaging ("West Valley").

42. The West Valley Debt arose from services provided by West Valley which were primarily for family, personal or household purposes and which meets the definition of a "debt" under 15 U.S.C. § 1692a(5).

43. The West Valley Debt was purchased, assigned or transferred to Quantum for collection, or Quantum was employed by West Valley to collect the

West Valley Debt.

44. Quantum attempted to collect the West Valley Debt and, as such, engaged in “communications” as defined in 15 U.S.C. § 1692a(2).

45. While Plaintiff did incur the West Valley Debt, Plaintiff’s insurance provider took full responsibility for the West Valley Debt. Plaintiff had no responsibility for the West Valley Debt above any copay he would have rendered at the time services were provided.

46. In a TransUnion credit report dated July 28, 2020, Quantum inaccurately reported Plaintiff owed a past due amount of \$615 on the West Valley Debt (as seen below) when, in fact, Plaintiff owed \$0.

QUANTUM COLLECTIONS # [REDACTED] (3080 S DURANGO DR STE 105, LAS VEGAS, NV 89117-4411, (702) 633-8000)

Placed for collection: 07/10/2014	Balance: \$615	Pay Status: >In Collection<
Responsibility: Individual Account	Date Updated: 06/26/2020	
Account Type: Open Account	Original Amount: \$468	
Loan Type: COLLECTION AGENCY/ATTORNEY	Original Creditor: MEDICAL-WEST VALLEY IMAGING (Medical/Health Care)	
	Past Due: >\$615<	

Remarks: >PLACED FOR COLLECTION<
Estimated month and year that this item will be removed: 10/2020

47. Since Plaintiff did not owe the West Valley Debt, it was not only inaccurate and misleading to report any past due balance or any account in collections, it was blatantly false.

The Ageless Debt

48. Plaintiff allegedly incurred a financial obligation (“Ageless Debt”) to Ageless Men’s Health (“Ageless”).

49. The Ageless Debt arose from services provided by Ageless which were primarily for family, personal or household purposes and which meets the definition of a “debt” under 15 U.S.C. § 1692a(5).

50. The Ageless Debt was purchased, assigned or transferred to Quantum for collection, or Quantum was employed by Ageless to collect the Ageless Debt.

51. Quantum attempted to collect the Ageless Debt and, as such, engaged in “communications” as defined in 15 U.S.C. § 1692a(2).

52. While Plaintiff did incur the Ageless Debt, Plaintiff’s insurance provider took full responsibility for the Ageless Debt. Plaintiff had no responsibility for the Ageless Debt above any copay he would have rendered at the time services were provided.

53. In a TransUnion credit report dated July 28, 2020, Quantum inaccurately reported Plaintiff owed a past due amount of \$267 on the Ageless Debt (as seen below) when, in fact, Plaintiff owed \$0.

QUANTUM COLLECTIONS # [REDACTED] (3080 S DURANGO DR STE 105, LAS VEGAS, NV 89117-4411, (702) 633-8000)

Placed for collection: 01/20/2017	Balance: \$267	Pay Status: >In Collection<
Responsibility: Individual Account	Date Updated: 06/26/2020	
Account Type: Open Account	Original Amount: \$225	
Loan Type: COLLECTION AGENCY/ATTORNEY	Original Creditor: MEDICAL-AGELESS MEN S HEALTH (Medical/Health Care)	
	Past Due: >\$267<	

Remarks: >PLACED FOR COLLECTION<
Estimated month and year that this item will be removed: 11/2023

54. Since Plaintiff did not owe the Ageless Debt, it was not only inaccurate and misleading to report any past due balance or any account in collections, it was blatantly false.

**RICHLAND’S FDCPA VIOLATIONS ON PLAINTIFF’S
EQUIFAX REPORT**

The Las Vegas Sinus Debt

55. Plaintiff allegedly incurred a financial obligation (“Las Vegas Sinus Debt”) to Las Vegas Sinus (“Las Vegas Sinus”).

56. The Las Vegas Sinus Debt arose from services provided by Las Vegas Sinus which were primarily for family, personal or household purposes and which meets the definition of a “debt” under 15 U.S.C. § 1692a(5).

57. The Las Vegas Sinus Debt was purchased, assigned or transferred to Richland for collection, or Richland was employed by Las Vegas Sinus to collect the Las Vegas Sinus Debt.

58. Richland attempted to collect the Las Vegas Sinus Debt and, as such, engaged in “communications” as defined in 15 U.S.C. § 1692a(2).

59. While Plaintiff did incur the Las Vegas Sinus Debt, Plaintiff’s insurance provider took full responsibility for the Las Vegas Sinus Debt. Plaintiff had no responsibility for the Las Vegas Sinus Debt above any copay he would have rendered at the time services were provided.

60. In an Equifax credit report dated July 25, 2020, Richland inaccurately reported Plaintiff owed a balance of \$3,731 on the Las Vegas Sinus Debt (as seen below) when, in fact, Plaintiff owed \$0.

Richland Holdings, Inc. DBA; Collection Reported 07/2020; Assigned 08/2019; Creditor Class - Medical/Health Care; Original Creditor - Las Vegas Sinus; Amount - \$3,731; Status as of 07/2020 - Unpaid; Date of 1st Delinquency 11/2017; Balance as of 07/2020 - \$3,731; Individual Account; Account # [REDACTED] Address: Acctcorp Of Southern Nevad 4955 S Durango Dr Las Vegas NV 89113-0152; (702) 240-3007

61. Since Plaintiff did not owe the Las Vegas Sinus Debt, it was not only inaccurate and misleading to report any past due balance or any account in collections, it was blatantly false.

RICHLAND'S FDCPA VIOLATIONS ON PLAINTIFF'S EXPERIAN REPORT

The Las Vegas Sinus Debt

62. In an Experian credit report dated July 24, 2020, Richland (under the name Accountcorp of Southern Nevada) inaccurately reported Plaintiff owed a past due amount of \$3,731 on the Las Vegas Sinus Debt (as seen below) when, in fact, Plaintiff owed \$0.

ACCTCORP OF SOUTHERN NEV Partial Acct # [REDACTED] 955 S DURANGO DR STE 177 LAS VEGAS NV 89113 (702) 240 3007			
Date opened Aug 2019	First reported Nov 2019	Recent balance \$3,731 as of Jul 2020	Payment history
Address ID # 0178428335	Terms 1 Months	Status Collection account.	Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec
Original creditor LAS VEGAS SINUS	Monthly payment Not reported	Monthly payment \$3,731 past due as of Jul 2020.	2020 [C] [C] [C] [C] [C] [ND] [C]
Type Collection	Credit limit or original amount \$3,731	This account is scheduled to continue on record until Aug 2024.	2019 [C] [C]
Responsibility Individual	High balance Not reported	Date of Status Aug 2019	Account History * (AB = Account Balance, DPR = Date Payment Received, SPA = Scheduled Payment Amount, AAP = Actual Amount Paid)
			May20 Apr20 Mar20 Feb20 Jan20 Dec19 Nov19
			AB (\$) 3,731 3,731 3,731 3,731 3,731 3,731 3,731
			DPR ND ND ND ND ND ND ND
			SPA (\$) ND ND ND ND ND ND ND
			AAP (\$) ND ND ND ND ND ND ND
			The original amount of this account was \$3,731

63. Since Plaintiff did not owe the Las Vegas Sinus Debt, it was not only inaccurate and misleading to report any past due balance or any account in collections, it was blatantly false.

RICHLAND'S FDCPA VIOLATIONS ON PLAINTIFF'S TRANSUNION REPORT

The Las Vegas Sinus Debt

64. In a TransUnion credit report dated July 28, 2020, Richland (under the name Accountcorp of Southern Nevada) inaccurately reported Plaintiff owed a past due amount of \$3,731 on the Las Vegas Sinus Debt (as seen below) when, in fact, Plaintiff owed \$0.

ACCOUNT CORP OF SOUTHERN # [REDACTED] (4955 SOUTH DURANGO, SUITE 177, LAS VEGAS, NV 89113, (702) 240-3007)
 Placed for collection: 08/16/2019 **Balance:** \$3,731 **Pay Status:** >In Collection<
Responsibility: Individual Account **Date Updated:** 07/20/2020
Account Type: Open Account **Original Amount:** \$3,731
Loan Type: MEDICAL DEBT **Original Creditor:** MEDICAL-LAS VEGAS SINUS (Medical/Health Care)
Past Due: >\$3,731<
Remarks: >PLACED FOR COLLECTION<
Estimated month and year that this item will be removed: 10/2024

65. In two subsequent TransUnion reports, Richland again reported Plaintiff had a past due balance of \$3,731 on the Las Vegas Sinus Debt.

ACCOUNT CORP OF SOUTHERN # [REDACTED] (4955 SOUTH DURANGO, SUITE 177, LAS VEGAS, NV 89113, (702) 240-3007)
 We investigated the information you disputed and the disputed information was **VERIFIED AS ACCURATE**.
 Here is how this item appears on your credit report following our investigation.
 Placed for collection: 08/16/2019 **Balance:** \$3,731 **Pay Status:** >In Collection<
Responsibility: Individual Account **Date Updated:** 09/08/2020
Account Type: Open Account **Original Amount:** \$3,731
Loan Type: MEDICAL DEBT **Original Creditor:** MEDICAL-LAS VEGAS SINUS (Medical/Health Care)
Past Due: >\$3,731<
Remarks: ACCT INFO DISPUTED BY CONSUMR; >PLACED FOR COLLECTION<
Estimated month and year that this item will be removed: 10/2024

ACCOUNT CORP OF SOUTHERN # [REDACTED] (4955 SOUTH DURANGO, SUITE 177, LAS VEGAS, NV 89113, (702) 240-3007)
 We investigated the information you disputed and the disputed information was **VERIFIED AS ACCURATE**.
 Here is how this item appears on your credit report following our investigation.
 Placed for collection: 08/16/2019 **Balance:** \$3,731 **Pay Status:** >In Collection<
Responsibility: Individual Account **Date Updated:** 09/21/2020
Account Type: Open Account **Original Amount:** \$3,731
Loan Type: MEDICAL DEBT **Original Creditor:** MEDICAL-LAS VEGAS SINUS (Medical/Health Care)
Past Due: >\$3,731<
Remarks: ACCT INFO DISPUTED BY CONSUMR; >PLACED FOR COLLECTION<
Estimated month and year that this item will be removed: 10/2024

66. Since Plaintiff did not owe the Las Vegas Sinus Debt, it was not only inaccurate and misleading to report any past due balance or any account in

collections, it was blatantly false.

COUNT I
VIOLATIONS OF THE FDCPA - 15 U.S.C. § 1692, et seq.

67. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

68. Defendants' conduct violated 15 U.S.C. § 1692e(8) in that Defendants communicated or threatened to communicate false credit information, including the failure to communicate that the various Debts were "disputed", in an attempt to collect a debt.

69. The foregoing acts and omissions of Defendants constitute numerous and multiple violations of the FDCPA, including every one of the above-cited provisions.

70. Plaintiff is entitled to damages as a result of Defendants' violations.

71. Plaintiff has been required to retain the undersigned as counsel to protect her legal rights to prosecute this cause of action, and is therefore entitled to an award of reasonable attorneys' fees plus costs incurred.

PRAYER FOR RELIEF

1 **WHEREFORE**, Plaintiff prays that judgment be entered against Defendants
2 Aargon Agency, Inc; Plusfour, Inc; Quantum Collections; and Richland Holdings,
3 Inc dba Accountcorp of Southern Nevada, awarding Plaintiff:
4

5 **COUNT I.**
6 **VIOLATIONS OF 15 U.S.C. § 1692**
7

- 8 1. actual damages including, but not limited to, the emotional distress
9 Plaintiff has suffered (and continues to suffer) as a result of the
10 intentional, reckless, and/or negligent FDCPA violations pursuant to 15
11 U.S.C. § 1692k(a)(1);
12
13 2. statutory damages of \$1,000.00 pursuant to 15 U.S.C. §
14 1692k(a)(2)(A);
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1 3. punitive damages; and

2 4. any other and further relief that the Court may deem just and proper.

3
4 **TRIAL BY JURY DEMANDED ON ALL COUNTS**

5 Dated: November 21, 2020

6
7 Respectfully submitted,

8 By /s/ David Krieger, Esq.
9 David Krieger, Esq.
10 Nevada Bar No. 9086
11 Shawn Miller, Esq.
12 Nevada Bar No. 7825
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15 Suite 200
16 Henderson, Nevada 89052
17 Phone: (702) 848-3855
18 Email: dkrieger@kriegerlawgroup.com
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